

EXHIBIT A TO REMOVAL PETITION



IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE

140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS
SUMMONS IN A CIVIL ACTION

NO. 24-08-14621 AD DAMNUM \$ _____ AUTO _____ OTHER _____

MARY LOUISE TAYLOR,
Plaintiff

vs.

STANDARD INSURANCE COMPANY,
Defendant(s)

To the Defendant(s): STANDARD INSURANCE COMPANY
900 S.W. Fifth Avenue, Portland, Oregon 97204

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and serving a copy of your Answer to the Complaint on Kevin A. Snider of Snider & Horner, PLLC, Plaintiff's attorney, whose address is in Corporate Gardens at 9056 Stone Walk Place, Germantown, Tennessee 38138 within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

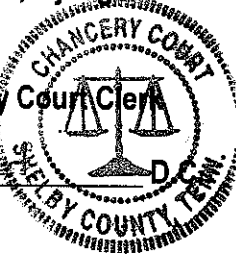
TESTED AND ISSUED

DEWUN R. SETTLE

KENNY ARMSTRONG, Chancery Court Clerk

8 August 2008

By Kevin A. Snider



TO THE DEFENDANT(S):

Pursuant to Tennessee Code Annotated Section 26-2-114, you are hereby given the following notice: Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

COST BOND

I hereby acknowledge and bind myself for the prosecution of this action and payment of all costs not to exceed \$500.00 in this court which may at any time be adjudged against the Plaintiff(s) in the event the said Plaintiff(s) shall not pay the same.

Witness my hand this _____ day of _____, 20____.
Certification when applicable

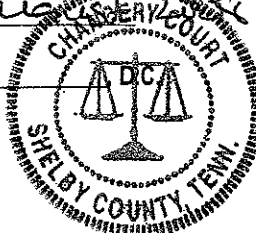
DEWUN R. SETTLE

KENNY ARMSTRONG, Clerk of the Chancery Court, Shelby County, Tennessee

Certify this to be a true and accurate copy as filed this 8 August

DEWUN R. SETTLE

KENNY ARMSTRONG, Clerk - By Kevin A. Snider



RECEIVED
STATE OF TENNESSEE
2008 AUG 14 AM 11:47
CLERK OF THE CHANCERY COURT
SHELBY COUNTY, TENN.

RETURN ON SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____, at _____ M. a copy of the
 summons and a copy of the Complaint to the following Defendant(s): _____

MARK LUTTRELL, Sheriff

By _____, Deputy Sheriff

PRIVATE PROCESS SERVER

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____, at _____ M. a copy of the
 summons and a copy of the Complaint to the following Defendant(s): _____

(Please Print the Following)

Private Process Server: _____ Company: _____

Address: _____ Phone: _____

Signature: _____

Other manner of service: _____

I hereby certify that I have NOT served this Summons on the within named Defendant(s) _____
 because he/she/it is (are) not to be found in this County after diligent search and inquiry for the following reasons: _____

This _____ day of _____, 20____

MARK LUTTRELL, Sheriff

By _____, Deputy Sheriff

NO. _____ D. _____

**IN THE CHANCERY COURT
 OF TENNESSEE
 FOR THE THIRTIETH
 JUDICIAL DISTRICT AT MEMPHIS**

SUMMONS IN CIVIL ACTION

MARY LOUISE TAYLOR
 Plaintiff

VS.

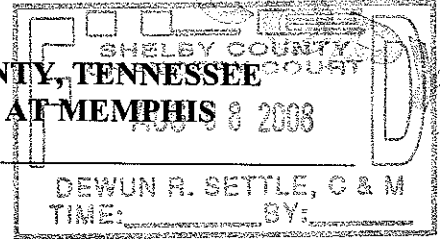
STANDARD INSURANCE COMPANY
 Defendant(s)

Came to hand _____

Attorney for the Plaintiff(s):
KEVIN A. SNIDER #018231
SNIDER & HORNER, PLLC
 Corporate Gardens
 9056 Stone Walk Place
 Germantown, TN 38138
 (901) 751-3777 – telephone
 (901) 759-0041 – facsimile

EXHIBIT B TO REMOVAL PETITION

**IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**



**MARY LOUISE TAYLOR,
Plaintiff,**

VS.

**No.: C4-08-1463
Part: 1**

**STANDARD INSURANCE COMPANY,
Defendant.**

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, Mary Louise Taylor, by and through her legal counsel of record, Kevin A. Snider of Snider & Horner, PLLC, and in support of her cause of action would respectfully state the following to this Honorable Court:

JURISDICTION & VENUE

1. Plaintiff, Mary Louise Taylor (hereinafter referred to as "Plaintiff"), is an adult citizen of the State of Tennessee residing in Shelby County.
2. Defendant, Standard Insurance Company (hereinafter referred to as "Defendant Insurer"), was and is a for profit organization doing business in Shelby County, Tennessee even though it is no longer registered with the Secretary of State pursuant to Tennessee law, and may be served with process at 900 S.W. Fifth Avenue, Portland, Oregon 97204.
3. All acts complained of occurred and venue in the instant case is properly found in Shelby County, Tennessee pursuant to T.C.A. § 20-4-101 and related sections.

FACTUAL ALLEGATIONS

4. Al Rufus Taylor (hereinafter referred to as “Decedent”) and his ex-spouse, Betty Louise Taylor (hereinafter referred to as “the ex-wife”) were officially divorced on or about July 15, 1974.

5. A Final Decree of Divorce, issued by Judge Howard J. Vorder Pruegge in the Circuit Court of Shelby County, Tennessee, provided that the ex-wife and the children from Decedent’s first marriage be retained as beneficiaries under the life insurance and hospitalization insurance possessed by Decedent through Defendant Insurer. The Final Decree of Divorce, dated July 15, 1974, is attached hereto as Exhibit “A”.

6. Decedent subsequently married Plaintiff on or about August 19, 1974. The Tennessee Marriage License documenting the marriage between Plaintiff and Decedent is attached hereto as Exhibit “B”.

7. Decedent next completed and submitted a Group Insurance Request for Change of Beneficiary on or about May 31, 1990 to name Plaintiff as the proposed primary beneficiary of Decedent’s life insurance policy with Defendant Insurer. Decedent’s Request for Change of Beneficiary is attached hereto as Exhibit “C”.

8. Then, on or about October 31, 2007, Decedent retired from the Shelby County Sheriff's Department and maintained his decision that Plaintiff be the primary beneficiary on his life insurance policy through Defendant Insurer as specified in the contents of Retiree Enrollment and Change Form. Decedent's Retiree Enrollment and Change Form is attached hereto as Exhibit "D". A May 12, 2008 correspondence from Defendant Insurer to Plaintiff which likewise confirms Decedent's designation of Plaintiff as the primary beneficiary on the life insurance policy through Defendant Insurer is attached hereto as Exhibit "E".

9. Decedent passed away on or about December 2, 2007. Decedent's Certificate of Death, issued by the Tennessee Department of Health, is attached hereto as Exhibit "F".

10. Since then, Plaintiff filed a claim for benefits on Decedent's life insurance policy through Defendant Insurer.

11. Decedent's ex-wife, however, is asserting a claim for the life insurance proceeds on Decedent's life insurance policy based on the wording of the above Final Decree of Divorce. Decedent, nevertheless, has a different life insurance policy, which names Plaintiff as the primary beneficiary, than the one that he formerly had in place for his ex-wife as the primary beneficiary.

12. Meanwhile, Plaintiff completed a funeral assignment for Decedent's funeral expenses. Plaintiff's paperwork evidencing her application for said funeral assignment is collectively attached hereto as Exhibit "G".

13. In the above-referenced correspondence dated May 12, 2008 and addressed to Plaintiff, Defendant Insurer basically stated that they “cannot honor the funeral assignment until this matter has been resolved” by a court of law.

14. Hence, Plaintiff was forced to submit a cashier’s check in the amount of Six Thousand, Nine Hundred Eleven Dollars and Fifty-Two Cents (\$6,911.52) to cover Decedent’s funeral expenses. Plaintiff’s cashier’s check and the funeral home’s receipt of said cashier’s check are collectively attached hereto as Exhibit “H”.

15. The Plaintiff would aver that the foregoing actions and/or omissions of Defendant Insurer as alleged were willful, wanton, and malicious, done with reckless disregard for Plaintiff’s rights and the rights of others in similar situations, were outrageous because of evil motive or reckless indifference to Plaintiff’s rights and the rights of others, and were done without just cause or excuse, entitling Plaintiff to exemplary damages.

FIRST CLAIM – BREACH OF CONTRACT

16. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

17. This claim is for breach of contract against Defendant Insurer.

18. Plaintiff avers and possesses evidence that Decedent named Plaintiff as the primary beneficiary on his life insurance policy through Defendant Insurer on or about May 31, 1990.

19. Both Decedent and Plaintiff have duly performed their part of the conditions of Decedent's life insurance policy through Defendant Insurer by timely paying all the premiums and by timely filing the death claim with Defendant Insurer.

20. Defendant Insurer breached their obligations under the life insurance policy by denying, refusing, and/or failing to do the following:

A. Pay Plaintiff's claim for the insurance proceeds, which are payable upon request after Decedent's death; and/or

B. Honor Plaintiff's funeral assignment to cover Decedent's funeral expenses.

21. As a sole, direct, and proximate cause of Defendant Insurer's actions and/or omissions, Plaintiff has and continues to incur substantial damages.

SECOND CLAIM – FRAUD AND/OR MISREPRESENTATION

22. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

23. Defendant Insurer, their agents, employees, and/or other individuals acting on their behalf engaged in fraud and/or misrepresentation when they represented to Decedent and Plaintiff that that they would pay insurance proceeds to Plaintiff from Decedent's life insurance policy upon request after Decedent's death when, in fact, Defendant Insurer persists in denying, failing, and/or refusing to pay the life insurance proceeds to Plaintiff even seven (7) months after Decedent's death.

24. Defendant Insurer, their agents, employees, and/or other individuals acting on their behalf engaged in fraud and/or misrepresentation when they represented to Decedent and Plaintiff that they would honor Plaintiff's funeral assignment to cover the costs of Decedent's funeral when, in fact, Defendant Insurer has denied, refused, and/or failed to honor said funeral assignment, forcing Plaintiff to pay for the funeral herself.

25. Defendant Insurer, their agents, employees, and/or other individuals acting on their behalf engaged in fraud and/or misrepresentation when they represented to Decedent and Plaintiff that their goods and/or services are of a particular standard, quality, or grade.

26. Defendant Insurer, their agents, employees, and/or other individuals acting on their behalf engaged in fraud and/or misrepresentation when they represented to Decedent and Plaintiff that this consumer transaction conferred or involved rights and remedies which it did not have or involve.

27. Defendant Insurer's actions were intentional, willful, malicious, and/or reckless and entitle Plaintiff to punitive damages. Defendant Insurer knew of the foregoing falsehoods and made them recklessly with the intent to deceive Decedent and Plaintiff and to induce them into investing thousands of dollars worth of insurance premiums with Defendant Insurer in order to maintain Decedent's life insurance policy.

28. Alternatively, Defendant Insurer's actions and/or omissions were negligent in that Defendant Insurer failed to exercise due care and should have reasonably foreseen that their herein stated actions and/or omissions would harm or damage Decedent and Plaintiff financially.

29. As a sole, direct, and proximate result of Defendant Insurer's actions and/or omissions, Plaintiff has and continues to incur substantial damages.

**THIRD CLAIM – VIOLATIONS OF THE TENNESSEE CONSUMER
PROTECTION ACT**

30. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

31. This claim is for violations of the Tennessee Consumer Protection Act of 1977 as stated in T.C.A. § 47-18-101, et seq. (hereinafter referred to as the "Consumer Act") by Defendant Insurer and/or their agents, employees, and/or other individuals acting on their behalf.

32. As a result of the above, inter alia, Defendant Insurer committed one or more unfair and/or deceptive acts/practices in violation of the Consumer Act in one or more of the following ways:

A. By misrepresenting to Decedent and Plaintiff that Defendant Insurer would pay insurance proceeds to Plaintiff from Decedent's life insurance policy upon request after Decedent's death; and/or

B. By denying, failing, and/or refusing to pay said life insurance proceeds to Plaintiff upon request after Decedent's death in breach of their obligations to Plaintiff; and/or

C. By misrepresenting to Decedent and Plaintiff that Defendant Insurer would honor Plaintiff's funeral assignment to cover Decedent's funeral expenses; and/or

D. By denying, failing, and/or refusing to honor the above funeral assignment in breach of their obligations to Plaintiff; and/or

E. By misrepresenting to Decedent and Plaintiff that Defendant Insurer's goods and/or services are of a particular standard, quality, or grade; and/or

F. By misrepresenting to Decedent and Plaintiff that this consumer transaction conferred or involved rights and remedies which it did not have or involve; and/or

G. By other acts and/or omissions previously described above which are deceptive to the consumer or to any other person.

33. As a result of Defendant Insurer's intentional, willful, and/or knowing violations of the Tennessee Consumer Protection Act, Plaintiff has and continues to incur substantial damages, and Defendant Insurer is liable to Plaintiff in the sum of three (3) times her actual damages, reasonable attorney fees, and costs of litigation.

FOURTH CLAIM – BAD FAITH REFUSAL TO PAY CLAIM

34. The allegations of all other paragraphs and claims in this pleading are incorporated as if fully rewritten herein.

35. Decedent and Plaintiff duly performed the conditions of Decedent's life insurance policy through Defendant Insurer by timely paying all the premiums and by timely filing the death claim with Defendant Insurer.

36. Defendant Insurer acted in bad faith in denying, failing, and/or refusing to pay Plaintiff's claim for the proceeds of the life insurance policy after Decedent's death in violation of T.C.A. § 56-7-105 and related sections.

37. As a sole, direct, and proximate result of Defendant Insurer's bad faith denial of Plaintiff's death claim for the proceeds of the life insurance policy, Plaintiff has and continues to incur substantial damages.

WHEREFORE, PREMISES CONSIDERED, your Plaintiff prays:

1. That proper process be issued and served upon Defendant Insurer, requiring them to answer this Complaint within the time allotted by the Tennessee Rules of Civil Procedure.

2. That Plaintiff be awarded a judgment against Defendant Insurer in an amount of not less than \$250,000.00, or an amount to be more specifically proven either before or at trial.

3. That Plaintiff be awarded punitive damages against Defendant Insurer in an amount of not less than \$750,000.00 or an amount to be more specifically proven either before or at trial.

4. That Plaintiff be awarded treble damages pursuant to the Tennessee Consumer Protection Act and/or other penalties as provided in the bad faith denial of an insurance claim statute as stated above.

5. That Plaintiff be awarded reasonable attorney fees against Defendant Insurer pursuant to the Tennessee Consumer Protection Act and/or bad faith denial statute.

6. That Plaintiff be awarded prejudgment interest at the maximum rate permitted by law.

7. That Plaintiff be awarded discretionary costs as this Court deems appropriate.

8. That Plaintiff be awarded the court costs and other expenses of this action.

9. That Plaintiff be awarded such other and further relief to which she may be entitled by law.

Respectfully submitted,

SNIDER & HORNER, PLLC

A handwritten signature in black ink, appearing to read 'Kevin A. Snider', written over a horizontal line.

KEVIN A. SNIDER (B.P.R. #18231)

Attorney for Plaintiff

Corporate Gardens

9056 Stone Walk Place

Germantown, TN 38138

(901) 751-3777

Exhibit
A

Decedent
Al Rufus Taylor's Final Decree of Divorce

IN THE CIRCUIT COURT OF SHELBY COUNTY, TENNESSEE

BETTY LOUISE TAYLOR,

Plaintiff,

VS.

AL RUFUS TAYLOR,

Defendant.

NO. 39633-III

FINAL DECREE OF DIVORCE

This cause came on to be heard upon the complaint for divorce, personal service on the defendant, judgment by default, answer of the Divorce Referee, military affidavit filed and the testimony of plaintiff and her two witnesses, Carolyn Marmon and Elizabeth Davis; from all of which it appears that the defendant is guilty of such cruel and inhuman treatment as renders cohabitation unsafe and improper.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That plaintiff is granted an absolute divorce and restored to all the rights and privileges of an unmarried woman.
2. That plaintiff be awarded alimony and child support in the amount of Two hundred forty dollars (\$240.00) per month.
3. That plaintiff be awarded custody of the minor children with defendant having reasonable visitation rights.
4. That she and the children be retained as beneficiaries under the life insurance, hospitalization insurance presently possessed by defendant.
5. Costs are adjudged against the defendant for which execution may issue.

/s/ Howard J. Vander Priege
JUDGE

This 15th day of July, 1974.

A TRUE COPY ATTEST

BEN C. WHEELS, JR., Clerk

H. Morris D.C.

Exhibit
B

TN Marriage License
between Decedent and Plaintiff

Marriage License



STATE OF TENNESSEE

COUNTY OF SHELBY

This License to be used in Tennessee only

To Anyone Legally Authorized to Celebrate the Rites of Matrimony
You are Hereby Licensed to Celebrate the

Rites of Matrimony

Between

A. R. Taylor
Mary Louise McGhee

40 and
AGE
25
AGE

and for so doing this shall be your warrant.

Given under my hand and official seal, this *19th* day
of *Aug.* in the year of our Lord One Thousand
Nine Hundred and *Twenty-Four*

ROBERT M. GRAY
COUNTY COURT CLERK

By *Marion Garrett* D.C.

State of Tennessee }
County of Shelby } By Virtue of A License

From the Clerk of the County Court of the said County of Shelby, I have this day celebrated
the Rites of Matrimony between

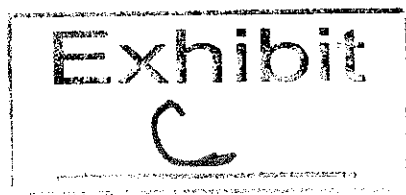
A. R. Taylor and
Mary Louise McGhee

Given under my hand this the *21st* day of *Aug.* A.D. 19 *24*

Book No. *- 5*
Page No. *275*

John R. Vance

SIGNATURE OF OFFICIANT.



Decedent's Request for change of beneficiary

GROUP INSURANCE-REQUEST FOR CHANGE OF BENEFICIARY
THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

is hereby requested to change the beneficiary under Group Insurance Individual Certificate

No. (s) 410-48-4915 to
(Insert the Numbers of Certificates to be included in change)

(Name of Proposed Beneficiary) MARY Louise Taylor
(If married woman, her full given name should be inserted)

SPouse
7-2-49-DDB

(Relationship to Insured)
(Beneficiary's address if other than that of Insured)
 Subject to the right of the Insured to change the beneficiary in accordance with the policy provisions. If more than one beneficiary is named, the death benefit, unless otherwise provided herein, will be paid in equal shares to the designated beneficiaries who survive the Insured; if no such beneficiary survives, payment will be made in accordance with the terms of the contract.

Date 5-31 1990 [Signature]
(Name of Group)

Signed in presence of Denise S. Ruchon Write your name here [Signature]
(Witness may not be the beneficiary and must not be a Notary Public) (Written signature of Insured)

Address of Witness: 201 Poplar Mocho
(Street) (City)

**Exhibit
D**

Decedent's Retiree Enrollment and Change Form

standard Insurance Company

Retiree Enrollment and Change Form

☐ Initial Enrollment☐ Enrollment Change

Mark all boxes and complete all sections that apply. Return completed form to your Retirement office.

RETIREE	Your Name (Last, First, Middle) <u>Taylor, Al R.</u>		Group Name Shelby County Government		Group Number(s) 642998
	<input type="checkbox"/> Name Change Former Name _____		City <u>Memphis</u>	State <u>TN</u>	ZIP <u>38111</u>
	Your Address <u>3183 Ruby Cove</u>		Date of Hire <u>5-1-1967</u>	Department <u>Sheriffs Dept.</u>	
BASIC LIFE	Your Soc. Sec. No. <u>410-48-4915</u>		Date of Birth <u>2-4-34</u>	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
	Basic Life Insurance (Plan 1) <input checked="" type="checkbox"/> Life				
BENEFICIARY	<input checked="" type="checkbox"/> New Beneficiary Designation <input type="checkbox"/> Beneficiary Designation Change This designation applies to your Basic Life Insurance policy number 642998, which is available through your Employer. Designations are not valid unless signed, dated, and submitted to the Employer during your lifetime. See page 2 for further information.				
	Primary - Full Name		Address	Soc. Sec. No.	Relationship % of Benefit
	<u>Mary L. Taylor</u>		<u>3183 Ruby Cv. Memphis TN</u>	<u>414-84-9918</u>	<u>Spouse 100%</u>
Contingent - Full Name		Address	Soc. Sec. No.	Relationship % of Benefit	
<u>Adrena Taylor Jackson</u>		<u>3762 Maulden Dr. Memphis, TN</u>	<u>415-55-7707</u>	<u>Daughter 50%</u>	
<u>Al E. Taylor</u>		<u>5527 Millers Glen Cv. Memphis TN</u>	<u>415-55-8904</u>	<u>Son 50%</u>	
SIGNATURE	I wish to make the choices indicated on this form. If electing coverage, I authorize deductions from my pension to cover my contribution, if required, toward the cost of insurance. I understand that my deduction amount will change if my coverage or costs change.				
	Retiree Signature Required <u>Al R. Taylor</u>		Date (Mo/Day/Yr) <u>October 31, 2007</u>		
To be completed by the Retirement office.					
Employee ID		Date Processed	Processed By		

**Exhibit
E**

May 12, 2008 Correspondence from
Defendant Insurer to Plaintiff

May 12, 2008

MARY L TAYLOR
3183 RUBY COVE
MEMPHIS TN 38111

Re: Al Taylor, deceased
Claim No.: B87277
Policy No.: 642998
Policyholder: Shelby County

Dear Mrs. Taylor:

As you are aware, we are reviewing the claim for basic life insurance on the death of your husband, Al Taylor.

Mr. Taylor completed a beneficiary designation naming you as the primary beneficiary for his Life Insurance payable under this policy. We also received a copy of a divorce decree dated July 15, 1974 between Bettie A Taylor and Mr. Taylor indicating that "she and the children be retained as beneficiaries under the life insurance, hospitalization insurance presently possessed by Mr. Taylor." We understand that you completed a funeral assignment for Mr. Taylor's funeral expenses; however, we cannot honor the funeral assignment until this matter has been resolved.


Bettie A Taylor has made a claim to these benefits based on the wording contained within the divorce decree. Our review of this claim indicates that she may have a colorable legal basis to these funds based on the divorce decree wording because, as a court order, a divorce decree may supersede the beneficiary designation completed by Mr. Taylor. As an impartial stakeholder, The Standard is not required to determine who among competing claimants, who has a valid claim to these funds. Rather, we can leave that up to a court of law to decide.

We have received a letter from Glenwood P Roane, Sr., attorney for Bettie A Taylor, indicating that he is representing Ms. Taylor in this matter. In his letter, Mr. Roane request that we defer any Interpleader action at this time as you hope that some amicable agreement can be reached. As previously indicated, we will wait to receive a response from you and Mr. Roane regarding a possible agreement for this claim. You may wish to seek legal counsel in this matter.

Mary L Taylor
Re: Al Taylor, deceased
Claim No.: B87277
May 12, 2008
Page 2

We look forward to hearing from you in the near future. Should you have any questions regarding this letter, or if I can be of further assistance please do not hesitate to contact me at the number listed below.

Sincerely,



Tanetta Martin
Senior Life Benefits Analyst
Employee Benefits
(800) 628-8600 ext. 6082

cc: SHELBY COUNTY

Exhibit
F

Decedent's Certificate of Death

STATE OF TENNESSEE
Office of Vital Records

TYPE/PRINT
IN
PERMANENT
BLACK INK
FOR
INSTRUCTIONS
SEE HANDBOOK



TENNESSEE DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

STATE FILE
NUMBER

NAME OF DECEDENT
For use by physician or institution

DECEDENT

PARENTS

INFORMANT

DISPOSITION

REGISTRAR

CERTIFIER

PHYSICIAN OR MEDICAL EXAMINER, EXECUTING CERTIFICATE MUST COMPLETE AND SIGN MEDICAL CERTIFICATION WITHIN 48 HOURS.

SEE INSTRUCTIONS ON OTHER SIDE

CAUSE OF DEATH

1. DECEDENT'S NAME (First, Middle, Last) Al Rufus Taylor		2. SEX Male		3. DATE OF DEATH (Month, Day, Year) December 2, 2007	
4. SOCIAL SECURITY NUMBER 410-48-4915		5a. AGE - LAST BIRTHDAY (Years) 73		5b. UNDER 1 YEAR MO. DATE HOURS MIN.	
6. DATE OF BIRTH (Month, Day, Year) Feb 4, 1934		7. BIRTHPLACE (City and State or Foreign Country) Macon, TN			
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)			
9b. FACILITY NAME (If not institution, give street and number) Saint Francis Hospital		9c. CITY, TOWN, OR LOCATION OF DEATH Memphis		9d. COUNTY OF DEATH Shelby	
10. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) Married		11. SURVIVING SPOUSE (If wife, give maiden name) Mary L. McGhee		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Deputy Sheriff	
				12b. KIND OF BUSINESS/INDUSTRY Shelby County Sheriff's	
13a. RESIDENCE-STATE TN		13b. COUNTY Shelby		13c. CITY, TOWN OR LOCATION Memphis	
				13d. STREET AND NUMBER OR RURAL LOCATION 3183 Ruby Cove	
13e. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13f. ZIP CODE 38111		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify Yes or No; if yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify, if yes:	
				15. RACE—American Indian, Black, White, etc. (Specify) Black	
17. FATHER'S NAME (First, Middle, Last) Henry Taylor		18. MOTHER'S NAME (First, Middle, Maiden Surname) Lucile Henderson			
19a. INFORMANT'S NAME (Type/Print) Mary L. Taylor		19b. RELATIONSHIP TO DECEASED Wife		19c. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 3183 Ruby Cove Memphis, TN 38111	
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) West TN State Veterans Cemetery		20c. LOCATION—City or Town, State Memphis, TN	
21a. SIGNATURE OF FUNERAL DIRECTOR <i>Joseph H. Day</i>		21b. LICENSE NUMBER OF FUNERAL DIRECTOR 2517		21c. SIGNATURE OF EMBALMER <i>[Signature]</i>	
				21d. LICENSE NUMBER OF EMBALMER 4136	
22a. NAME AND ADDRESS OF FUNERAL HOME J. O. Patterson Mortuary, Inc. 2944 Walnut Grove Rd., Memphis, TN 38111		22b. LICENSE NUMBER OF FUNERAL HOME 151			
23. REGISTRAR'S SIGNATURE <i>Sharon M. Williams</i>		24. DATE FILED (Month, Day, Year) December 18, 2007			
25a. PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					
1 <input type="checkbox"/> SIGNATURE AND TITLE OF PHYSICIAN		25b. LICENSE NUMBER		25c. DATE SIGNED (Month, Day, Year)	
26a. MEDICAL EXAMINER — On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.					
2 <input type="checkbox"/> SIGNATURE AND TITLE OF MEDICAL EXAMINER <i>[Signature]</i>		26b. LICENSE NUMBER 22699		26c. DATE SIGNED (Month, Day, Year) 12/2/07	
27. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR MEDICAL EXAMINER) (Type/Print) Dr. Taslim A. Khattak, M.D. 6005 Park Avenue, Ste 433B Memphis, TN 38119					
28. PART I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.					
IMMEDIATE CAUSE (Final disease or condition resulting in death)		a. <i>Cardiopulmonary Arrest</i>			
		DUE TO (OR AS A CONSEQUENCE OF):			
		b. <i>Brown - Spain CVA</i>			
		DUE TO (OR AS A CONSEQUENCE OF):			
		c. <i>ASN</i>			
		DUE TO (OR AS A CONSEQUENCE OF):			
		d. <i>Delayed arrest</i>			
29. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.					
30. MANNER OF DEATH		31a. DATE OF INJURY (Month, Day, Year)		31b. TIME OF INJURY	
1 <input type="checkbox"/> Natural 5 <input type="checkbox"/> Pending Investigation				31c. INJURY AT WORK? 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No	
2 <input type="checkbox"/> Accident				31d. DESCRIBE HOW INJURY OCCURRED	
3 <input type="checkbox"/> Suicide 6 <input type="checkbox"/> Could not be Determined					
4 <input type="checkbox"/> Homicide		31e. PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify)		31f. LOCATION (Street and Number or Rural Route Number, City or Town, State)	

I hereby certify the above to be a true and correct copy of the original document on file in this department. This certified copy is valid only when printed on security paper showing the red embossed seal of the Department of Health. Alteration or erasure voids this certification.

Tennessee Code Annotated 68-3-101 et seq., Vital Records Act of 1977.

2626458

Cassandra L. Brown
Cassandra L. Brown
Local Registrar
Shelby County

Sharon M. Leinbach
Sharon M. Leinbach
STATE REGISTRAR

DEC 18 2007

Date Issued

CERTIFICATION OF VITAL RECORD



Exhibit

G

Plaintiff's Funeral Assignment
(Application)

Form #1

Funeral Funding of America L.L.C.

4343 E. Camelback Road Suite 400
Phoenix, AZ 85018
(800) 304-6208 • Fax (602) 522-0559

IMMEDIATE APPROVAL CLAIM FORM

Fax to Funeral Funding of America L.L.C. at (602) 522-0559

From J.O. Patterson Mortuary Charles H.M. Patterson
(Funeral Home) (Contact Person)
901 324-4022 901 324-0422
(Phone Number) (Fax Number)

Deceased Al R. Taylor SS# 410 - 48 - 4915

Date of Birth Feb. 4, 1934 Date of Death Dec. 2, 2007

Cause of Death () Natural () Homicide () Accident () Other

Policy Available? _____ Is Policy Lost? _____

Policy# 410-48-4915 Issue Date _____ Contact Ms. Arrie

Insurance Co. Standard Ins Co Phone # 901 545-3570

Claims Address Shelby County Retirement System

Face Amt. _____ Loan Amt. _____ Prem. Due _____ = Total _____

ADB Amt. _____ Loan Amt. _____ Prem. Due _____ = Total _____

Beneficiary Information

Beneficiary (presently) Mary L. Taylor Phone # 901-458-2936

Address 3183 Ruby Cove City, State, Zip Memphis, TN 38111

Date of Birth 7-2-1949 SS# 414 - 84 - 9378

Verified [Signature] Signature

Date 12/4/2007

Notified Home Office ☐ Date

Upon Receipt of the above information, we will begin our approval process. As soon as approved, you will be notified. NO CHECK WILL BE ISSUED UNTIL FULL DOCUMENTATION IS RECEIVED. ONLY ONE POLICY PER CLAIM FORM.

PLEASE MAKE COPIES

Beneficiary Assignment Form

Form #2

IRREVOCABLE ASSIGNMENT TO FUNERAL HOME

Beneficiary	<u>MARY Taylor</u>			Insured	<u>AL Rufus Taylor</u>
Insurance Company:	<u>Standard Ins CO.</u> and its successors or assigns				
Life Insurance Policy Number (s):	<u>410-48-4915</u>				
Funeral Home:	<u>J.D. Patterson Mortuary</u> Funeral Director/Owner: <u>Charles H.M. Patterson to Joseph H. IVY</u>				
Funeral Home Address:	<u>2944 Walnut Grove RD.</u>				
Phone:	<u>901 324-4022</u>	Assigned Amount:	<u>\$ 6911.58</u>		

This Irrevocable Assignment is made between Beneficiary above and the Funeral Home and Funeral Director above. In consideration for the Funeral Home providing services in the burial of the above Insured, said services requested and accepted by Beneficiary and/or additional funds have been advanced to Beneficiary, the undersigned irrevocably assigns to Funeral Home or its assigns, the above Assignment Amount, ~~plus statutory interest~~ from deceased date of death until claim paid, including unearned premiums. Beneficiary hereby guarantees the validity and sufficiency of the foregoing irrevocable assignment to the Funeral Home or its assigns; and Beneficiary further guarantees to warrant title of the policy(s) and defend Funeral Home or its assigns against any claims on the policy(s). Beneficiary hereby irrevocably authorizes said Insurance Company to make payment of the sum specified above, ~~plus statutory interest~~ and unearned premiums to the Funeral Home or its assigns. In addition, Beneficiary hereby irrevocably authorizes said Insurance Company to give Funeral Home or its assigns any information that it may require regarding said policy(s). Beneficiary hereby irrevocably appoints Funeral Home or its assigns as their Attorney-at-fact and to act on their behalf with regard to the collection of, settlement of, and receipt of the proceeds of said policy(s) or certificate(s), including, but not limited to, giving Funeral Home or its assigns the right to endorse checks and claimant statement forms. Beneficiary further acknowledges that this assignment may be reassigned to Funeral Funding of America LLC. As such, if for any reason it becomes necessary for Funeral Funding of America LLC to proceed against the beneficiary or the Funeral Home, it is hereby agreed that each are jointly and severally liable for all costs of collection, including, but not limited to, reasonable attorney's fees, and court costs. In the event the proceeds are not tendered to the Funeral Home or its assigns, within 90 days, the Beneficiary and the Funeral Home are jointly and severally liable, and each agree that exclusive jurisdiction for legal processing hereunder is Phoenix, Arizona. In the event the policy(s) is not enclosed, I certify that the policy (s) has been lost or destroyed.

BENEFICIARY INFORMATION

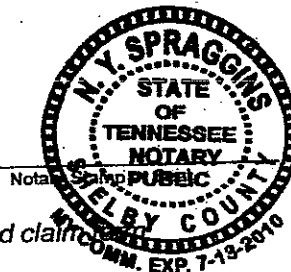
Beneficiary Signature <u>Mary L. Taylor</u>		Relationship to Deceased <u>Spouse</u>		Date <u>12-4-2007</u>	
Social Security # <u>414-84-9378</u>	Date of Birth (must be over 18) <u>7-2-1949</u>	Home Phone <u>901-458-2936</u>		Work Phone <u>901-323-1429</u>	
Address <u>3183 Ruby Core,</u>		City <u>Memphis</u>	State <u>TN</u>	Zip <u>38111</u>	

The foregoing Assignment was executed by Mary L. Taylor, who is personally known to me or who has produced identification.



[Signature]
Notary Public Signature

12/4/07
Date



Each beneficiary must complete a separate assignment form and claim.

IRREVOCABLE RE-ASSIGNMENT & GUARANTY OF PAYMENT

to

Funeral Funding of America L.L.C.

4343 E. Camelback Rd. Ste. 400 · Phoenix, AZ 85018
(800) 304-6208 · Fax (602) 522-0559

DECEDENT Al Rufus Taylor DATE OF DEATH 12-2-2007 SSN 410-48-4915
INSURANCE COMPANY Standard Fidelity CLAIM # _____
INSURANCE POLICY NUMBER(S) 410-48-4915

Amount Assigned \$ 69,115.58 plus applicable interest since decedent's death, according to state law, for value received, the undersigned hereby assign, transfer, convey and set over unto Funeral Funding of America LLC, its successors and assigns all of our right, title and interest in and to the within Irrevocable Assignment and the proceeds therein referred to and does hereby direct that payment be made to Funeral Funding of America LLC, 4343 E. Camelback Rd. Ste. 400 Phoenix, AZ 85018, hereby ratifying, confirming and approving anything that the said Funeral Funding of America LLC may do in the premises.

The undersigned also irrevocably appoints Funeral Funding of America LLC and its assigns as its Attorney-in-Fact to act for it with full power to make collection of, compromise, settle and receive the proceeds of said policies or certificates and the authority to endorse checks as full as it could do, with full power of substitution in the event that no payments are received by Funeral Funding of America LLC within 90 days of this Re-Assignment, then the undersigned Funeral Home does hereby, unconditionally and irrevocably, guarantees to fully and promptly reimburse Funeral Funding of America LLC, the amount of the reassigned benefits immediately upon demand and without resort by Funeral Funding of America LLC, to any person or party.

The undersigned understands and agrees that its obligations hereunder shall remain absolute, primary and unconditional until the undersigned receives a written notice from Funeral Funding of America LLC, terminating this agreement. The undersigned hereby consents and agrees that at any time or times, without notice to or further approval of the undersigned, and without affecting the obligations of the undersigned hereunder, Funeral Funding of America LLC, may, with or without consideration of dishonor of any of the liabilities, and hereby waives any failure to promptly commence suit against the undersigned or any other obligor or any other liability hereon and give any notice or make any claim or demand against the undersigned. There shall be no duty or obligation upon Funeral Funding of America LLC, to proceed against the insurance company, to initiate any proceeding or exhaust any remedies against the insurance company or any or any of the undersigned, or give any notice to the undersigned before bringing suit or exercising any rights or instituting proceedings of any kind against the undersigned. If any legal action or actions are instituted by Funeral Funding of America LLC, all expenses incurred by Funeral Funding of America LLC, relative to such legal action or actions, including but not limited to court costs plus all attorneys fees incurred by Funeral Funding of America LLC. All of Funeral Funding of America LLC's rights and remedies are accumulative and those granted hereunder are in addition to any rights or remedies available to Funeral Funding of America LLC, under law.

If any Provisions of this agreement or the application hereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, then the remainder of said agreement shall not be affected thereby, and those provisions to this agreement shall be valid and enforceable to the full extent permitted by law. No failure or forbearance by Funeral Funding of America LLC, to exercise any rights hereunder shall effect the obligations and shall not constitute a waiver of said rights. This irrevocable assignment contains the entire agreement between parties, and no provision hereof may be modified, waived or altered except by writing executed by the undersigned and Funeral Funding of America LLC.

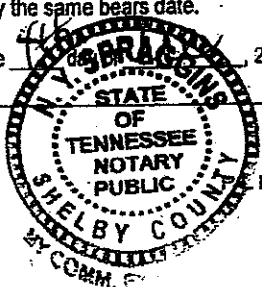
In witness whereof, we have hereunto set our hands and seals

This 4th day of Dec, 20 07
State of TN
County of Shelby

Joseph H. Dwyer
Funeral Director Signature
F.D. Patterson Mortuary
Funeral Home
2944 Walnut Grove
Address
Memphis, TN 38111
City, State, Zip
901 324-4022 Phone

I, the undersigned authority, a Notary Public in and for said County is said state, hereby certify that whose name as such is signed to the foregoing Irrevocable Re-Assignment and Guaranty of Payment and who is know to me, acknowledged before me in this day that he (she), being informed of the contents of the Irrevocable Re-Assignment and Guaranty of Payment executed the same voluntarily on the day the same bears date.

Given under my hand this the 4th day of Dec, 20 07
My Commission expires _____



[Signature]
Notary Public Signature

PLEASE MAKE COPIES

A. CHARGE FOR SERVICES SELECTED

Basic Services of Funeral Director & Staff X

Embalming X

Other Preparation of Body X

Use of Facilities & Staff for Viewing / Visitation X

Use of Facilities & Staff for Funeral Ceremony X

Use of Facilities & Staff for Memorial Service X

Use of Equipment & Staff for Graveside Service X

Use of Equipment & Staff for Church Service X

Transfer of Remains to Funeral Home X

Hearse X

Limousine 500.00

Sedan 500.00

Service / Utility Vehicle 500.00

TOTAL OF SERVICES SELECTED (A) \$ 3250.00

B. CHARGE FOR MERCHANDISE SELECTED

Casket (or other receptacle) 195.00

Outer Burial Container 195.00

Acknowledgement Cards X

Register Book X

Memory Folders / Prayer Cards X

Cremation Urn X

Clothing X

TOTAL OF MERCHANDISE SELECTED (B) \$ 374.00



J.D. Patterson Mortuary, Inc.
 2944 Walnut Grove Road
 Memphis, Tennessee 38111
 (901) 324-4022

DECEASED James Earl Ray DATE OF DEATH April 4, 1968 NO. 2

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.

C. SPECIAL CHARGES

Forwarding remains to

Receiving remains from

Immediate burial

Direct cremation

TOTAL OF SPECIAL CHARGES (C) \$...

D. CASH ADVANCES

Certified Copies of Death Certificate

Clergy

Musician

Newspaper Notices

Cemetery

TOTAL OF CASH ADVANCES (D) \$...

We charge you for our services in obtaining: (Specify cash advance items)

SUMMARY

Total Funeral Home Charges (A+B+C) \$ 7040.00

Sales Tax, if applicable \$...

Total Cash Advances (D) \$...

COMPLETE TOTAL \$ 7941.00

PAYMENT RECEIVED FROM

BALANCE DUE \$ 1071.00

DISCLOSURES

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

Reason for embalming: ...

If any law, cemetery or crematory requirements have required the purchase of any items listed, the law or requirement is explained below.

ACKNOWLEDGEMENT AND AGREEMENT

I (we) authorize this funeral home to perform services, furnish goods, and incur outside charges specified on this Statement. I (we) acknowledge that I (we) received a General Price List, a Casket Price List and an Outer Burial Container Price List.

TERMS: ...

Full payment is due no later than

If any payment is not paid when due, an anticipated LATE CHARGE of

% per month (ANNUAL PERCENTAGE RATE)

on the unpaid balance will be due. I (we) have read (or been read) the above, accept and approve same, and jointly and severally promise to make full payment. Receipt of a copy of this Statement is acknowledged.

Signed

Social Security No.

Address

City/State

Zip

Telephone

Co-Signed

Co-Signed

By

ADDITIONAL ITEMS ORDERED LATER

Exhibit
H

Plaintiff's cashier's check and
-furner's receipt of check

FEDERAL BUILDING FEDERAL CREDIT UNION**THREE CONVENIENT LOCATIONS****MAIN OFFICE**

167 N. MAIN ST.

SUITE 102

MEMPHIS, TN 38103

(901) 526-6771

(877) 523-3110

OFFICE HOURS: 9:00 AM-3:00 PM**EAGLECREST**

225 N. HUMPHREY'S BLVD.

SUITE 1029

MEMPHIS, TN 38120

(901) 747-3631

OFFICE HOURS: 8:30 AM-5:00 PM**ATTCO**

200 JEFFERSON AVE.

SUITE 150

MEMPHIS, TN 38103

(901) 523-2111

OFFICE HOURS: 7:30 AM-4:00 PM

AVAILABLE SERVICES: SHARE ACCOUNTS-CERTIFICATES OF DEPOSIT-IRA'S-INVESTMENT ACCOUNTS-
 CHRISTMAS CLUB-DIRECT DEPOSIT-PAYROLL DEDUCTIONS-WIRE SERVICE-CERTIFIED CHECKS-SHARE
 DRAFTS-TRAVELERS CHECKS-PERSONAL LOANS-VEHICLE LOANS-FIRST MORTGAGES-HOME EQUITY.



THIS DOCUMENT HAS AN ENDORSEMENT BACKER, MICROPRINT IN SIGNATURE LINE AND BLEED THRU CHECK

EAGLECREST

225 N. HUMPHREY'S BLVD.

SUITE 1029

MEMPHIS, TN 38120

(901) 747-3631

Federal Building

FCU

Federal Credit Union

No. 036276

036276

May 21

08

VOID AFTER 60 DAYS 6,211.52

Six Thousand Nine Hundred Eleven and 52/100 *****

PAYTO
THE
ORDER
OFJ. O. PATTERSON MORTUARY
RE: AL R. TAYLORFEDERAL BUILDING FEDERAL CREDIT UNION
MEMPHIS, TN

Darlene Twicken
NOT NEGOTIABLE
 AUTHORIZED SIGNATURE

Federal Building

FCU

Federal Credit Union

DETACH AND RETAIN FOR YOUR RECORDS

J. O. PATTERSON MORTUARY

No. 036276

RECEIVED BY:

DATE

ACCOUNT NUMBER

DESCRIPTION

AMOUNT

MAY 21 2008	21479-012	Check Numbers: 036276 3093 412 04	6,211.52
		check #12	6,211.52

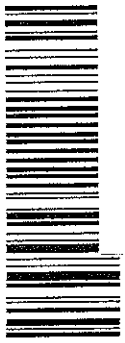
J. C. PATTERSON MORTUARY, INC.

2944 Walnut Grove Road
Memphis, Tennessee 38111

Phone: 901 324-4022

RECEIVED FROM Mrs Mary Taylor DATE 3-25-2008
Six Thousand Nine Hundred Seventy 32/100
FOR Funeral Service Mr Al Rufus Taylor DOLLARS \$ 6,911.52
Amount of Account... \$ 6,911.52 THANK YOU!
Amount Paid \$ 6,911.52
Balance Due \$ 0
Cash ☐ Check ☒ M.O. ☐
By James H. Simmons
Cashier's Check # 036276

State of Tennessee
Department of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243



7008 0500 0001 7645 61A2

RECEIVED

AUG 18 2008

GROUP LEGAL DEPARTMENT
STANDARD INSURANCE CO.

STANDARD INSURANCE COMPANY
900 S.W. FIFTH AVE.
PORTLAND, OR 97204

C14C

RECEIVED

AUG 18 2008

HOME OFFICE



UNITED STATES POSTAGE
\$ 06.750
02 1A
0004329321 AUG 15 2008
MAILED FROM ZIP CODE 37243